



OFFICE OF PROCUREMENT

Isiah Leggett  
County Executive

Cherri Branson  
Director

SOLICITATION AMENDMENT #1  
RFP #1083129

April 11, 2018  
Web Services, Administration and Networking Services

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ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION FOR RECEIPT OF OFFERS. FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT OFFER.

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- Replace Page 13 with revised Page 13
- Replace Page 14 with revised Page 14
- Replace Page 17 with revised Page 17
- Replace Page 18 with revised Page 18
- Replace Page 19 with revised Page 19
- Replace Page 20 with revised Page 20
- Replace Page D1 with revised Page D1
- Replace Page D2 with revised Page D2
- Attached are Questions and Answers
- Attached is copy of the Sign-in Sheet from the Optional Pre-Bid Conference

\*\*\*\*THE HOUR AND DATE SPECIFIED FOR RECEIPTS OF PROPOSALS IS EXTENDED  
FROM: APRIL 18, 2018, @ 3:00 P.M. TO APRIL 25, 2018 @ 3:00 P.M.\*\*\*\*

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THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENT" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. **THE DATE SPECIFIED FOR RECEIPT OF OFFERS IS EXTENDED PER THIS AMENDMENT #1.**

ISSUED

BY:

Cherri Branson, Director  
Office of Procurement

NAME OF OFFEROR: \_\_\_\_\_  
(Type or print)

NAME AND TITLE OF PERSON  
AUTHORIZED TO SIGN: \_\_\_\_\_  
(Type or print)

OFFEROR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

EVH

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## 5. SECTION B - SCOPE OF SERVICES:

### 5.1 BACKGROUND

The Montgomery County Department Transportation (DOT) provides services to the citizens of the County in the areas of Transportation Engineering, Traffic Engineering and Operations, Parking Management, Highway Services, and Transit Services and the Director's Office. As part of these services, the Traffic Engineering and Operations Section of the Division of Traffic Engineering and Operations operates an Advanced Transportation Management System (ATMS).

5.1.1 DOT maintains a web presence (<http://www.montgomerycountymd.gov/DOT/>) to provide basic/specific information about the department's services, projects, and programs. As part of the ATMS, the Traffic Engineering and Operations Section operates a portion of the <http://www.montgomerycountymd.gov/DOT-TEO/> website to provide up-to-the-minute information and links to county sites showing traffic related details like congestion, delays, construction, snow removal efforts, trash collection, etc. The web site also provides video images from the traffic surveillance cameras, links to transit schedules, bus routes, and links to other transportation related sites in the region. The Transportation Management Section also operates a secure intranet to provide ready access to internal data required to effectively operate the Transportation Management Center (TMC).

5.1.2 Along with the Internet effort, the ATMS disseminates real time transportation information using the following means:

1. Live cable television broadcasts of the video camera images on County Cable Montgomery.
2. Full motion video feeds are made available to major media entities (ABC, CBS, NBC, News Channel 8, Fox). Selection of these feeds is controlled through secure internet connections.
3. A public/private partnership with Trafficland.com for the internet distribution of the cameras available to the Transportation Management Center.

5.1.2. Potential offerors should note that the County has an existing contract with Siemens Energy & Automation, Inc. of Austin, Texas to provide engineering services in support of the County's ATMS. Siemens Industry, Inc. is the County's System Integrator (SI) for the ATMS. Work impacting the ATMS must be coordinated with the SI.

5.1.3. Other county departments/agencies may use this contract for specialized Web Related Services and Support. Any other county department/agency must coordinate with the Department of Transportation (DOT) to provide separate task orders and purchase orders for services.

### 5.2. Intent

5.2.2. The Montgomery County Department of Transportation (DOT), Division of Operations, Traffic Engineering and Operations Section is seeking to enter into a contract with a qualified and experienced computer consulting firm to provide a wide range of web related services and support on an as needed basis. Services must also include supplementing the County in-house staff to provide programming, database administration and computer and network support services, etc. necessary to complete any task(s) that may be issued under a contract resulting from this RFP.

### 5.3. Scope of Services

5.3.1 Services must be provided as directed in writing by the Contract Administrator or designee. The County makes no guarantee that any or all of the described services will be utilized.

The Contractor must provide consulting, technical support, development and systems administration services in support of the DOT World Wide Web site (<http://www.montgomerycountymd.gov/dot/>), and must provide expert technical advice and technical support for related activities of the ATMS and the Transportation Management Section. Primary areas of support may include, but are not limited to, development and system administration of the Intranet, Internet, and multimedia services. (Note: The Contractor awarded a contract that is the result of this RFP, must provide a signed Confidentiality Agreement (Attachment E).



The County may ask the Contractor to provide support services which may involve auxiliary local area networking, engineering, computer systems administration and general operations in conjunction with the County's existing contract with the SI. The operation of the Traffic Management Center is necessary regardless of holidays and weather 24/7. Contractor's personnel must provide the support services on-site, and be available within four hours' notice.

The County will issue specific task orders for consulting services. At this time the County requires full-time, on-site staff for specific ongoing work efforts (e.g., routine and recurring data backups, troubleshooting and fixing equipment failures, etc.). The County makes no guarantee for any set number of hours to continue to require full-time on-site services. Issuance of a specific task order and continuation of work for on-site personnel will be contingent upon appropriations of funds by the Montgomery County Council and encumbrance of such funds, as provided by the Montgomery County Code. Prior to commencement of work, the County's Contract Administrator or designee shall authorize task orders in writing. The authorization will include a general description of the work, special instructions, specifications (if applicable), a description of needed hardware and software (if applicable) necessary to complete a task, a required completion date, an estimate of the total number of work hours (Labor Categories/Fee Schedule—Attachment D) to complete the work, and a not to exceed dollar amount for the services which shall be based on the estimated number of hours at the fixed hourly rate. Hardware and software (including applicable licenses) and specialized computer support services necessary to complete a task will be reimbursed as specified in Section F - Compensation. All Contractor costs incurred in negotiating or preparing proposals for task orders shall be borne by the Contractor and will not be reimbursed by the County.

Any task order issued before but delivered after the effective termination date of a contract resulting from this RFP, must be honored with all terms, conditions, and prices of the contract in full force and effect until the task order is completed and accepted by the County's Contract Administrator or designee.

The following are descriptions of some aspects of web related consulting services that may be required under a contract resulting from this solicitation. Any work of a type considered to be in the area of professional expertise of web, networking or automation related services as described in this solicitation may be assigned by the County to the Contractor.

#### 5.3.2 Web Operation and Maintenance Services

The Contractor is responsible for ongoing maintenance and operation of all Internet and the Intranet web sites. The internet site is installed on an Intel based Linux server running Apache. The primary ATMS intranet web server is on the ATMS network and uses Apache. The Contractor must have demonstrated experience implementing and maintaining other services rendered by ATMS including collaboration tools (twikis, wikis and Confluence) and **typically used** data sharing methods used. Demonstrated experience in configuring and maintaining Microsoft IIS servers is required.

The Internet web site is an operational extension of the ATMS system, and therefore must be maintained at a high level of availability. The citizens of Montgomery County, County employees, as well as the media and public officials use the Internet Web Site as a source of reliable and timely information about traffic conditions, transit availability, etc. The contract resulting from this RFP must provide ongoing maintenance and support services on an as needed and continuing basis. Typical support may be needed in the form of on-site personnel to perform software and hardware updates, backup services, and on-site and telephone based technical assistance.

#### 5.3.3 Web Design Services

The current Internet web site design may be redesigned as one of the tasks of the awarded contract. The selected Contractor must work with DOT staff to define, design and develop an updated web site that effectively utilizes the latest web technology to present the information in an organized, easy to use manner, incorporating latest real-time information delivery methods. Future tasks may include redesigning portions of the web site as pages become out dated. **The selected contractor should have experience with the County CMS (content management system) for maintenance of an internet website. The CMS is defined by the county's Department of Technology Services and is currently, based on Google products.**



## 6. SECTION C - PERFORMANCE PERIOD

### 6.1 TERM

- 6.1.1 The effective date of this Contract begins upon signature by the Director, Office of Procurement. The period in which Contractor must perform all work under the Contract begins in accordance with the County's issuance of a Notice to Proceed and ends after a two-year period. The Contractor must perform all work in accordance with time periods stated in the Scope of Services. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. The Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term **three (3)** times for one (1) year each.

### 6.2 PRICE ADJUSTMENTS

Prices quoted are firm for a period of two years after execution of the contract. Any request for a price adjustment after this two-year period is subject to the following:

- 6.2.1 Approval or rejection by the Director, Office of Procurement or designee
- 6.2.2 Submission in writing to the Director, Office of Procurement and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the Contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
- 6.2.3 Submission within sixty (60) days prior to contract expiration date, if the contract is being amended.
- 6.2.4 The County will not approve a price adjustment request that exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
- 6.2.5 The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- 6.2.6 The price adjustment, including its effective date, must be incorporated into a written contract amendment.

## 7. SECTION D - METHOD OF AWARD/EVALUATION CRITERIA

### 7.1. PROCEDURES

- 7.1.1. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section D.7.1.9.a. Method of Award is based on Written Evaluation only.
- 7.1.2. Vendor interviews will not be conducted. Offerors that achieve at least a score of 65 points based on the QSC's score for each written proposal will be considered for an award; The QSC will also review an offeror for responsibility.
- 7.1.3. The QSC will make its award recommendation of the highest ranked offeror based on the QSC's written score and its responsibility determination.
- 7.1.4. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Office of Procurement.
- 7.1.5. The Director, Office of Procurement, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- 7.1.6. Upon approval of a recommended award to a proposed awardee, by the Director, Office of Procurement, the County will enter into negotiations with the proposed awardee. If a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked offeror after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with one or more offerors prior to making an award.
- 7.1.7. After the successful conclusion of negotiations, the Director will publicly post the name of the proposed awardee.
- 7.1.8. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.



## 7.1.9 EVALUATION CRITERIA

## POINTS

## a. Written Proposal Evaluation Criteria

The QSC will evaluate the written proposals based on the following criteria.

- |   |   |    |
|---|---|----|
| 1 | Evaluation of documents showing experience of the firm in designing, implementing and maintaining complex Web Sites in a UNIX/Apache and IIS server environment using Node.js, JavaScript and WebRTC.   | 10 |
| 2 | Evaluation of documents showing experience of the firm in designing, implementing and maintaining real-time delivery of multimedia, transportation related content.   | 15 |
| 3 | Evaluation of documents showing qualifications, experience and knowledge of individuals assigned to perform the tasks requested on the equipment named in SECTION B.5.3.7.  | 30 |
| 4 | Evaluation of documents showing the ability of the Offeror to provide on-call availability of qualified assigned individuals to respond within four (4) hours and to provide on-site support at the TMC in Rockville or Gaithersburg, Maryland. | 25 |
| 5 | Evaluation of documents showing Labor Category per hour Costs analysis. (minimum of 10% of Highest Possible Score)  | 10 |
| 6 | MFD Participation*  | 10 |

Highest possible QSC score for written proposal evaluation: 100

## b. Interview Evaluation Criterion

There will be no interview and there is no interview evaluation

\*MFD Participation Requirements and Examples: ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf))

## 8 SECTION E - SUBMISSIONS

## 8.1 PROPOSAL SUBMISSIONS

**FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER ITS PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, OFFICE OF PROCUREMENT.**

8.1.1 Offerors must submit one original and 3 copies of your proposal, plus two (2) electronic copies (CD/DVD or USB drive), each containing the complete proposal in PDF and Microsoft Word in the format below. Written proposals will be evaluated on only material that is submitted. The offeror must submit sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. Proposals must include the following information (*including table of contents of Proposal and labeled sections numbered as shown*):

- 8.1.2 A cover letter with a brief description of the firm, including the offeror's name, addresses, telephone number, and email address.
- 8.1.3 The completed Acknowledgment page of this solicitation, signed by a person authorized to bind the offeror to the proposal.
- 8.1.4 At least three references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope as that required by the County in this solicitation. (*see Attachment A*).
- 8.1.5 If this solicitation is subject to the Wage Requirements Law (*see page 1*), the offeror must submit the appropriate Wage Requirements Law forms found at: ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)). Failure to submit and complete the required material information on the form(s) may cause the offeror's proposal to be unacceptable under County law, and the proposal may be rejected.
- 8.1.6 Mid-Atlantic Purchasing Team Rider Clause – ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf)).

- 8.1.7 Minority, Female, Disabled Persons Subcontractor Performance Plan ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf)). To ensure a contract can move forward as a result of this solicitation, this plan must be submitted with the offeror's proposal. Note: Offerors who are seeking additional MFD participation evaluation scoring points (see Section D above and the requirements and examples at [www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf)) MUST complete and submit this form with its proposal submission.

**\*The Purchasing Category Related to the MFD Participation Evaluation Factor for this solicitation is indicated on the front cover page.**

- 8.1.8 Minority Business Program and Offeror's Representation – ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf)) (see Sample of MFD Report of Payments Received ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf)))  
**Note: Offerors who are seeking additional MFD participation evaluation scoring points described under Section E, 8.1.7., above, should complete and submit this form with its proposal submission.**
- 8.1.8.1 Organization Chart illustrating the firm's structure and division of services and activities.
- 8.1.8.2 Description of firm's experience and qualifications performing the following services as listed below (SECTION B - Scope of Services). Limit the experience and qualifications to work completed within the last five years. Include names of clients, size and duration of contracts, services provided, examples of work, etc. Projects especially those dealing with delivery of real-time operations:
- 8.1.8.2.1 Web Operation and Maintenance Services
  - 8.1.8.2.2 Web Design Services
  - 8.1.8.2.3 Firewall and Domain Name Services (DNS)
  - 8.1.8.2.4 Network Engineering/Development Services
  - 8.1.8.2.5 Homogenous network integration services including Active Directory and Group Policies
  - 8.1.8.2.6 Maintenance of revision levels on ATMS platforms
  - 8.1.8.2.7 VMware maintenance and operation Services including NSX.
  - 8.1.8.2.8 Network Management Systems use and operations Service
  - 8.1.8.2.9 Resumes and statements of experience in the format provided in Attachment F of the individuals who will be assigned to carry out the work. Include specific information on education, professional licenses/certifications held, and actual work experience illustrating each individual's knowledge, skills and areas of expertise, specifically highlighting the following:
    - 8.1.8.2.10 Experience and knowledge of working with various operating systems, most notably Solaris, Linux variants, and Windows variants.
    - 8.1.8.2.11 Experience and knowledge of various programming languages, most notably CGI programming using PERL, PHP, PYTHON and C languages.
    - 8.1.8.2.12 Experience and knowledge of computer network engineering and related communications protocols, including RS232, RS485, IEEE 802, and TCP/IP and knowledge of file sharing techniques, permissions and Network information service methods, most notably NIS, NFS, DNS, ADO, and SMB.
    - 8.1.8.2.13 Experience with and knowledge of Windows Server Update Services (WSUS).
    - 8.1.8.2.14 Experience with and knowledge of Quest Kace.
    - 8.1.8.2.15 Experience with ScienceLogic EM7 network management systems
    - 8.1.8.2.16 Experience with and knowledge of MS Windows Group Policy concepts and methods.
    - 8.1.8.2.17 Knowledge with and experience of working with database enabled websites using Apache server software.
    - 8.1.8.2.18 Experience with and knowledge of CEPH architecture and implementation.
    - 8.1.8.2.19 Experience with and knowledge of Windows/Linux/Solaris backup methods and file archiving including Quest Rapid Recovery.
    - 8.1.8.2.20 Experience with and knowledge of networking, routing and SonicWall firewall technologies.

- 8.1.8.2.21 Description of projects currently active or expected to be active concurrent with this contract that involves the firm's personnel who will be assigned to this contract.
- 8.1.8.2.22 Cost - billable rates (Attachment D - Labor Categories/Fee Schedule). The successful offeror will be required to submit a separate sheet and attach the breakout of costs (e.g. overhead, fringe benefits, profit etc.) in negotiations for the contract

**Failure to complete and submit the required material information in the appointed timeframe will make the proposal unacceptable under County law and the submission will be rejected.**

## 8.2 AWARD SUBMISSIONS

Prior to the execution of a contract, the following items must be submitted:

- 8.2.1 Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf)).
- 8.2.2 Offeror's Certification of Cost and Price (contract value greater than \$100,000) – ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf)).
- 8.2.3 Certificate of Insurance (see mandatory insurance requirements) - Attachment C.
  - 8.2.3.1 The proposed contract awardee must provide the applicable insurance coverage, and all costs for this coverage must be calculated into offeror's proposal price.
  - 8.2.3.2 These insurance requirements supersede those found in Provision #21 of the General Conditions between County and Contractor, and are applicable to any contract executed as a result of this solicitation.
- 8.2.4 If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit a Certification of posting a Wage Requirements notice (see sample ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-164.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-164.pdf))).
- 8.2.5 Complete and submit the Confidentiality Agreements (Attachment E) for each candidate to fill positions on the Labor Categories list (Attachment D).

## 9 SECTION F - COMPENSATION

The Contractor will be paid on a monthly basis within 30 days of submission of an acceptable and proper invoice, approved by the County. Task orders are to be issued on a requirements basis and the County makes no guarantee of either work or specific dollar amount.

Payment for specialized hardware and software associated with a task order must be paid to the Contractor at the actual cost to the Contractor. The Contractor must submit as documentation a copy of the actual vendor's invoice to the Contractor, for such purchases.

Those invoices deemed not acceptable to the County will be returned to the Contractor for correction and resubmission.

The County reserves the right to withhold any payment until such time as any issue(s) or dispute(s) with respect to the Contract are resolved or defective work is corrected or settlement is achieved through other means.

**ATTACHMENT D**  
Labor Categories/Fee Schedule

Labor Categories and required experience

1. **Project Manager:**  
Candidate must have 3 or more years' experience Project managing as the contractor's primary point of contact for all aspects of the customer relationship, including control of project hours, project and program progress monitoring, budget, billing, tasking definitions and production of task orders, labor assignments to task orders,
2. **Network Engineer:**  
Candidate must have 3 to 5 years' experience Network design and security; familiar with local area networking concepts (wireless, wires and fiber).
3. **Senior Network Engineer:**  
Candidate must have 5 or more years' experience in LAN/WAN Design, complex network architectures and designing and implementing secure network access; experience with Firewall design and implementation candidate must have experience with VMware NSX and virtualized network concepts; MCSE, CCNA or equivalent trainings are highly desirable.
4. **Systems Engineer:**  
Candidate must have 3 years' experience designing, implementing and managing complex real-time operations automation systems, coordinating the efforts of contributors, and working to achieve a technically correct and practical solution. The skills required for this position including demonstrated experience in systems network design, communications network architecture, storage subsystem design, VMware integration and implementation of Open Systems in a real-time operational environment.
5. **System Administrator:**  
Candidate must have 3 to 5 years of experience in the day-to-day operation and maintenance of open systems including, Microsoft Windows operating systems, Linux and derivatives and Solaris, using automated backup, maintenance, and performance measuring systems. Experience with SAN equipment and VMWare is necessary. The ability to troubleshoot and resolve problems independently is required. MCSE or equivalent training is desirable.
6. **Data Base Administrator:**  
Candidates must have at least 5 years' experience maintaining and enhancing the function and performance of large mission critical databases, preferably in a real-time operational environment.
7. **Data Base Manager:**  
Candidate must have 2 or more years' experience in the day to day optimization and operation of Microsoft SQL and open sourced database products. The ability to trouble shoot database related problems and proactively maintain large data sets is required.
8. **Web Designer:**  
Candidates must have 3 or more years' experience in providing the overall design and implementation of Internet and Intranet Web Sites in a real-time operations environment. Candidates must have a detailed knowledge of Apache Web Server, IIS, Web Multimedia delivery, and management of complex Web development efforts.
9. **Graphic Designer:**  
Candidate must 2 to 5 years of experience in the design and production of graphics for the Web, Multimedia Design, and the design, implementation, and deployment of public websites. In depth knowledge of Adobe Photoshop, scanners and digital cameras is required.
10. **Junior Level Systems Administrator:**  
Candidate must have basic knowledge of methods for operation and maintenance of proprietary and open systems including, Microsoft Windows client and server operating systems and current and previous versions of Microsoft, Solaris, Linux and derivatives products, using automated backup, maintenance, and performance measuring systems. Experience with VMWare is necessary. Consultant must have ability to troubleshoot and resolve basic problems and more difficult problems with guidance. Consultant must be able to complete assigned tasks when provided task description and suitable schedule.
11. **Web Applications Developer:**  
Candidates will be responsible for developing, implementing and maintaining complex or moderately complex web- based information systems using Object Oriented Application Development, J2EE Java, Web Services, XML, JavaScript, and databases. Computing is performed on Unix/Linux and Windows servers in a computing center. Qualification include strong technical knowledge and experience in the development, implementation and maintenance of computer-based and web-based integrated information systems; detailed technical knowledge and experience with using OOAD, J2EE Web technologies, JavaScript, server-side frameworks, Unix, Linux,



SQL and RDBMS such as Informix. Experience with database-driven web development is a must; solid understanding of GUI design, web usability and user-centered design, SSL and Java applet delivery systems; excellent English communication skills, both verbal and written; detailed technical knowledge and experience with data structures; demonstrated experience in problem-solving techniques, the ability to observe and make technical recommendations regarding web-based application systems; ability to train organizational staff on use of modern web-based information systems and detailed technical knowledge and experience with current Windows, UNIX and LINUX-based platform hardware and software, including utilities and scripting languages such as JavaScript and Perl. The candidate Should be well versed in JavaScript, JQuery and the use of Node.js and libraries such as angular, backbone and WebRTC. Detailed technical knowledge and experience with XML Modeling and tools that support XML. Minimum 2 years of industry project experience is required.

12. **Administrative Support Services:**

Candidates must be able to assist the project manager in coordination and tracking tasks and projects. Maintains spreadsheets, projects plan and tracks labor hours used to assist in project tracking and control. Candidates must be able to provide general administrative support including compilation of reports, filing and other general administrative duties.

## Fee Schedule

List hourly rates for key staff. The hourly rates must include any and all multipliers and include all overhead, benefits, profits, etc.

<i>Labor Category</i>	<i>Hourly Rate</i>
<i>Project Manager</i>	\$ /per hour
Network Engineer	\$ /per hour
Senior Network Engineer	\$ /per hour
<i>Systems Engineer</i>	\$ /per hour
System Administrator	\$ /per hour
Data Base Administrator	\$ /per hour
Data Base Manager	\$ /per hour
Web Designer	\$ /per hour
Graphics Designer	\$ /per hour
Junior Level Systems Administrator	\$ /per hour
Web Applications/JAVA Developer	\$ /per hour
Administrative Support Services	\$ /per hour

## Questions and Answers

1	Q: Will there be only one award for this contract?	A: Yes, there will only be one.
2	Q: Please clarify Page 17 bullet 6.1.1	A: corrected text should read: "The Director may exercise this option to renew this term three (3) times for one (1) year each."
3	Q: Are labor categories (attachment D) specific to this contract?	A: Yes
4	Q: In Addendum D Senior Network Engineer and Network Engineer have similar definitions and are confusing. Please clarify. (including request to clarify distinction between Project Manager and Systems Engineer, asked later in session):	A: Revised. See revised page in this solicitation amendment
5	Q: Are there any restrictions on H1B Visas?	A: The County's Procurement Law is silent to any mention of H-1B Visas. However, under #3 – APPLICABLE LAWS of the County's general terms and conditions it states in part "all Contractors must also comply with applicable federal and state laws, codes and regulations. "Therefore, it will be the Contractor's responsibility to become informed and determine legally any non-County law, code and regulation that may or may not affect the use of H-1B Visa employees on local government contracts.
6	Q: Please clarify Project Manager/Systems Engineer	A: Revised. See revised page in this solicitation amendment
7	Q: To what extent is staff expected on site?	A: This depends on tasking and task orders
8	Q: Please clarify the use of the use of the county CMS	A: Revised. See revised page in this solicitation amendment
9	Q: Given changes, will the date of reply be extended	A: No
10	Q: Is there an incumbent	A: Yes
11	Q: Clarify wording in item 5.3.3	A: Revised. See revised page in this solicitation amendment Section
12	Q: Who is the incumbent?	A: Network Engineering & Resources Development Specialists LLC DBA: NERDS
13	Q: Are there any anticipated upgrades?	A: No



## Questions and Answers

14	Q: Is NERDS an LSBRP?	A: Yes, as of last status review
15	Q: How is this effort funded	A: The effort is funded with county dollars as allocated by the county council.
16	Q: Question regarding company experience serving contracts requiring 7 days per week, 24-hour, 4-hour response requirements - how is that derived? Is that from prime contractor or sub, or how?	A: Guidance is; 51% of effort must come from the primary contractor to meet LSBRP requirements.
17	Q: How do I demonstrate experience with 7day, 24hour, 4-hour response?	A: Suitable methods to demonstrate this requirement might be service level agreement s(SLAs) and references from organizations that have received this service. References will be checked.
18	Q: Question regarding the LSBRP program	A: Please reference page 2 of the RFP for links for more details regarding the LSBRP and MFP programs. Further assistance is available on page 4 in the table marked "Web links for Documents and Forms.
19	Q: What is the level of effort required under this contract?	A: This depends to the tasking and task descriptions that are to be negotiated.
20	Q: Question regarding the CMS	A: The county uses a consistent CMS for the maintenance of its website. The Department of Technology Services is responsible for selection and operation of the web site and DOT is subject to their selection of CMS
21	Q: Is there a firm closing date for inquiries on this RFP?	A: Questions for this RFP will be entertained until April 11, 2018 at 5 pm.
22	Q: Question regarding the labor categories requiring Linux and Windows.	A: It is anticipated that the bidders will meet the specification.
23	Q: How many task orders were issued under the previous contract	A: The number of task orders issued under the prior contract varied from 7 to 1 over the term of the contract.
24	Q: A question regarding PCI compliance	A: The DOT-TEO website is subject to PCI compliance requirements and is regularly penetration tested.

-----End of Q&A's-----



# Sign In

3/29/18

NAME	EMAIL	Company
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Eric Harris	Eric.Harris@matjourneyconsulting.com	MCG-PRO





## REQUEST FOR PROPOSALS

RFP# 1083129

Web Services, Administration and Networking Services

March 19, 2018

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods, services, or construction, as outlined in this document.

One original and 3 copies of your proposal, plus two (2) electronic copies (CD/DVD or USB drive), each containing the complete proposal in PDF, must be submitted in a sealed envelope/package no later than 3:00 P.M. on April 18, 2018 to the Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number and proposal due date and time. No materials once submitted will be returned.

There will be an optional pre-submission conference at 10:00 A.M. on March 29, 2018 at the Montgomery County Public Service Communications Center, 1<sup>st</sup> floor Conference Room, 1300 Quince Orchard Blvd. Gaithersburg, MD 20878.

The County **will not** accept proposals it receives by fax or e-mail.

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, contact Scott Myers, Senior IT Specialist, at 240-777-8779 or [Scott.Myers@montgomerycountymd.gov](mailto:Scott.Myers@montgomerycountymd.gov).

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, contact Eric V. Harris, Procurement Specialist at (240) 777-9922 or [eric.harris@montgomerycountymd.gov](mailto:eric.harris@montgomerycountymd.gov).

**(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract, a Construction Contract, or neither)**

<b>This is a Services Contract (see Section A, Services Contract):</b>		<b>X</b>
<input type="checkbox"/>	Non-Professional Services	
<input checked="" type="checkbox"/>	Professional Services	

or

<b>This is a Construction Contract</b> ( <a href="http://www.montgomerycountymd.gov/PrevailingWage">http://www.montgomerycountymd.gov/PrevailingWage</a> ):	
--	--

or

<b>This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract:</b>	
---	--

Director  
Office of Procurement

## Local Small Business Reserve Program (LSBRP) Notice

### REQUEST FOR PROPOSALS RFP #1083129

#### Web Services, Administration and Networking Services

This solicitation is reserved for only **application submitted/certified** local small businesses timely registered with the County's LSBRP. This solicitation thus comes under County Code, sections 11B-17A; 11B-65; 11B-70 and Executive Regulation 21-05AM. These documents can be accessed through the LSBRP web site at ([www.montgomerycountymd.gov/LSBRP](http://www.montgomerycountymd.gov/LSBRP)).

LSBRP criteria are based on a firm's location, ownership status, number of employees and annual revenue amount. Submitting a bid/proposal constitutes willfully stating your firm is an **application submitted/certified** Local Small Business. Therefore, if you wish to submit a bid/proposal for this solicitation adhering to the LSBRP, you must:

1. Submit an application as a LSBRP firm prior to the bid's/proposals due date. If your LSBRP status is not **application submitted/certified** in our database prior to the bids/proposal's due date and time, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from consideration. Go to the LSBRP web site ([www.montgomerycountymd.gov/LSBRP](http://www.montgomerycountymd.gov/LSBRP)) and follow the instructions under "Register."
2. After the IFB opens or the RFP closes and upon notification by the County, you must provide within three (3) business days the LSBRP documentation of:
  - all of its business location(s) (if more than one),
  - number of employees by location
  - annual gross revenue of the business for the past three fiscal years.

(The preferred documents are a copy of a lease, Maryland Unemployment Insurance Contribution Report (summary or quarterly), and Financial Statement/Tax Returns. At the discretion of the LSBRP, an alternative type of documents might be accepted.)

If, after receipt of these documents, the LSBRP finds that your firm does not meet the LSBRP requirements, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from further consideration. For questions, contact the LSBRP (240-777-9913).



RFP #1083129  
**Notice to Offerors**

**Request for Proposals # 1083129**  
**for**  
Web Services, Administration and Networking Services

This solicitation may be subject to the County's Wage Requirements Law (WRL), which applies to service contracts.

- If this solicitation is subject to the WRL, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the RFP cover page
  - In this event, the "Wage Requirements for Services Contract Addendum" will apply to the resultant contract ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf))
- 1) In order to be compliant with the Wage Requirements Law an Offeror **must submit with its proposal** the following:
- (a) Completed Wage Requirements Certification form **(This form is contained in the PMMD-177 Web-link above).**
  - (b) If applicable, 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance form **(This form is contained in the PMMD-177 Web-link above).**

**Offeror's failure to complete and submit the required material information on the Wage Requirements form(s) may result in offeror's proposal being unacceptable and rejected.**

**NOTE:** You can find the current mandatory payroll reporting requirements, and the wage rate per hour that a County contractor must pay to its employees, under Section 11B-33A of the County Code, at ([www.montgomerycountymd.gov/WRL](http://www.montgomerycountymd.gov/WRL)). The WRL is available at the same website.

**If there is a need for sign-language interpretation and/or other special accommodations, it is requested that at least five (5) days advanced notice be provided to the County's Office of Procurement contact on page 1.**

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### Attachments

A.	References	A1
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C.	Mandatory Insurance Requirements	C1
D.	Labor Categories/Fee Schedule	D1
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### Web-links for Documents and Forms

1. Central Vendor Registration System ([www.mcipcc.net](http://www.mcipcc.net))
2. Frequently Asked Questions, Procurement ([www.montgomerycountymd.gov/PRO/Information.html](http://www.montgomerycountymd.gov/PRO/Information.html))
3. MD-SDAT (<http://dat.maryland.gov/businesses/Pages/default.aspx>) and (<http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx>).
4. Mid-Atlantic Purchasing Team Rider Clause ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf))
5. Minority Business Program & Offeror's Representation and Sample MFD Report of Payments Received ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf)) ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf))
6. Minority, Female, Disabled Person Participation Evaluation Points: Requirements and Examples ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf))
7. Minority, Female, Disabled Person Program Information ([www.montgomerycountymd.gov/MFD](http://www.montgomerycountymd.gov/MFD))
8. Minority, Female, Disabled Person Subcontractor Performance Plan ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf))
9. Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf))
10. Offeror's Certification of Cost & Price for Contracts Above \$100,000 ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf))
11. Prevailing Wage Requirements for Construction Contract Addendum ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-185.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-185.pdf))
12. Prevailing Wage Requirements Information ([www.montgomerycountymd.gov/PrevailingWage](http://www.montgomerycountymd.gov/PrevailingWage))
13. Solicitation Postings and Amendments ([www.montgomerycountymd.gov/pro/solicitations.html](http://www.montgomerycountymd.gov/pro/solicitations.html))
14. Wage Requirement Law Payroll Reporting ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-183.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-183.pdf))
15. Wage Requirements Certification Form and 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf))
16. Wage Requirements for Services Contracts Addendum ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf))
17. Wage Requirements Law Information ([www.montgomerycountymd.gov/PRO/DBRC/WWRL.html](http://www.montgomerycountymd.gov/PRO/DBRC/WWRL.html))

**Montgomery County, Maryland**  
**Acknowledgment Page**

**1. ACKNOWLEDGMENT**

The offeror must include a signed acknowledgment that all the provisions, terms and conditions of this solicitation are agreeable to the offeror and may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the provisions, terms and conditions of this solicitation may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Legal Name  
 (printed): \_\_\_\_\_

Printed Name and Title of  
 Person Authorized to Sign Proposal: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**2. NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS**

The correct and full legal business name of the offeror must be used in proposals received and on all contracts issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of the business (e.g. Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The offeror's signature on the proposal, contract, amendment(s) or related correspondence, must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

**3. ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS**

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date



#### 4. SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

##### 4.1. Instructions:

###### 4.1.1. Registered Vendor

4.1.1.1. The first step in doing business with Montgomery County is to become a registered vendor in the on-line Central Vendor Registration System (CVRS). Go to the following website to register: ([www.mcipcc.net](http://www.mcipcc.net))

###### 4.1.2. Acknowledgement

4.1.2.1. The offeror must include the signed Acknowledgment page indicating agreement with all the provisions, terms and conditions of this solicitation.

###### 4.1.3. Optional Pre-Submission Conference

4.1.3.1. If a Pre-Submission Conference is held, it is recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please [see page 1](#) of this solicitation.

###### 4.1.4. Proposals

4.1.4.1. Sealed proposals are due in the Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, MD 20850 4166. Proposals must be returned in a sealed envelope/package that is clearly marked with the RFP number, the proposal due date and time, and the individual/company's name. Proposals received after the date and time specified will not be considered and will be returned unopened to the offeror. The County will not be responsible for a proposal that is improperly addressed or identified.

###### 4.1.5. Proposal Withdrawal/Modification

4.1.5.1. Proposals may be withdrawn or modified by the offeror upon receipt of a written request received before the specified due date and due time. Requests to withdraw or modify an offeror's proposal received after the specified due date and time will not be considered.

###### 4.1.6. Questions

4.1.6.1. All technical and non-technical questions pertaining to this solicitation are to be directed to the individuals whose names are indicated on Page 1 of this solicitation.

4.1.6.2. The Office of Procurement has an electronic "Frequently Asked Questions" section on its website that may answer your questions:  
([www.montgomerycountymd.gov/pro/information.html?t=proFAQList&i=2](http://www.montgomerycountymd.gov/pro/information.html?t=proFAQList&i=2))

###### 4.1.7. Obtaining Solicitation Amendments

###### 4.1.7.1. What are they?

When the County determines that material changes to the solicitation document or material information needs to be disseminated to Offerors it will issue a formal amendment to a solicitation. However, not all solicitations will need an amendment. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Office of Procurement, will be considered as being binding on the County.

###### 4.1.7.2. How do I identify if a solicitation has an amendment?

Solicitation amendments will be posted on the Solicitation Postings page ([www.montgomerycountymd.gov/pro/solicitations.html](http://www.montgomerycountymd.gov/pro/solicitations.html)) and may occur any time prior to the proposal due date and time. As a courtesy, the Office of Procurement may email solicitation amendments to holders of record with valid email addresses. However, it is the responsibility of the offeror to frequently visit the Office of Procurement's website to obtain solicitation amendments. Amendments to construction solicitations may be mailed if there are plans or other documents that cannot be made available electronically.

4.1.7.3. What am I required to do for the Amendment?

An Offeror must send its acknowledgement of receipt of a solicitation amendment to the place designated in the solicitation amendment, and prior to the hour and date specified in the solicitation (as amended) for receipt of offers. This can be easily done in at least **one** of the following ways:

- 4.1.7.3.1. By filling-in the "Amendment Number" and "Date" of the amendment(s) on page 4 under the Acknowledgment of Solicitation Amendments title; or
- 4.1.7.3.2. By returning one signed copy of the amendment with the Offeror's response to the solicitation; or
- 4.1.7.3.3. By sending a signed copy of the amendment separately to the Office of Procurement

4.1.8. Maryland State Department of Assessments & Taxation (MD-SDAT)

- 4.1.8.1. Vendors doing business in the State of Maryland are required to be in 'Good Standing' with MD-SDAT; this may not be applicable for individuals, sole proprietorships or partnerships.
- 4.1.8.2. The County will require, if applicable, a copy of a Certificate of Good Standing from SDAT prior to entering in to a contact with your firm.
- 4.1.8.3. The County will verify this status on the MD-SDAT website.
- 4.1.8.4. If your firm has a 'Forfeit' status from MD-SDAT the County cannot enter into a contract with your firm until this status has been rectified with the MD-SDAT.
- 4.1.8.5. If this status is not rectified in a timely manner with MD-SDAT, then your firm maybe declared non-responsible and your proposal will be rejected.
- 4.1.8.6. Information can be found at: (<http://dat.maryland.gov/businesses/Pages/default.aspx>) and (<http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx>).

4.2. Conditions

4.2.1. Acceptance Time

- 4.2.1.1. By submission of a proposal under this solicitation, the offeror agrees that County has 180 days after the due date in order to accept the proposal. The County reserves the right to reject, as unacceptable, any offer that specifies less than 180 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

4.2.2. Contract Documents

The following documents will be incorporated into the contract resulting from this solicitation:

- 4.2.2.1. General Conditions of Contract between County & Contractor (Section J)
- 4.2.2.2. Minority-owned Business Addendum to the General Conditions of Contract between County & Contractor and its companion document entitled, "Minority, Female, Disabled Person Subcontractor Performance Plan".  
([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf))
- 4.2.2.3. Offeror's Certification of Cost & Price (for contracts above \$100,000.)  
([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf))

- 4.2.2.4. Wage Requirements Law (WRL) for Services Addendum to the General Conditions of Contract between the County and Contractor and its companion documents entitled, "Wage Requirements Certification", and "501(c)(3) Non-profit Organization's Employee's Wage and Health Insurance Form".  
([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf))
- 4.2.2.5. All representations and certifications listed in this document.
- 4.2.2.6. Mandatory Insurance Requirements.
- 4.2.2.7. Prevailing Wage Requirements (only for a construction contract between the County and Contractor).  
([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-185.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-185.pdf))
- 4.2.3. Determination of Responsibility
  - 4.2.3.1. The Offeror has the burden of demonstrating, affirmatively, its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete contracts, in a timely manner, or if investigation shows the offeror is unable to perform the requirements of the contract. An offeror may be requested at any time by the Director, Office of Procurement or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.
  - 4.2.3.2. The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.
  - 4.2.3.3. The factors that may be considered in connection with a determination of responsibility include, but are not limited to:
    - 4.2.3.3.1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods, services, or construction ("work") required.
    - 4.2.3.3.2. The ability of the offeror to perform the contract or provide the work within the time specified without delay, interruption or interference.
    - 4.2.3.3.3. The integrity, reputation and experience of the offeror and its key personnel.
    - 4.2.3.3.4. The quality of performance of previous contracts or work for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility.
    - 4.2.3.3.5. The offeror's previous and existing compliance with laws and ordinances relating to the contract or work.
    - 4.2.3.3.6. The sufficiency of financial resources of the offeror to perform the contract or provide the work.
    - 4.2.3.3.7. The certification of an appropriate accounting system, if required by the contract type.
    - 4.2.3.3.8. Past debarment or suspension by the County or other governmental entity.
- 4.2.4. Joint Procurement
  - 4.2.4.1. The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:
    - 4.2.4.1.1. Maryland-National Capital Park & Planning Commission (M-NCPPC);
    - 4.2.4.1.2. Montgomery College (MC);
    - 4.2.4.1.3. Montgomery County Public Schools (MCPS);
    - 4.2.4.1.4. Montgomery County Revenue Authority;



- 4.2.4.1.5. Montgomery County Housing Opportunities Commission (HOC);
- 4.2.4.1.6. Washington Suburban Sanitary Commission (WSSC); and
- 4.2.4.1.7. Municipalities & Special Tax Districts in Montgomery County.
- 4.2.4.2. While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful offeror under the same prices and for the same work noted in the contract with Montgomery County, in accordance with each entity's respective laws and regulations. An entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer or contract. Montgomery County shall not be held liable for any costs, payments, invoices, or damages incurred by the above jurisdictions. Each jurisdiction listed in this section will be solely responsible for and contract directly with the offeror under the jurisdiction's own procurement laws and regulations. ANY SPECIAL DISCOUNTS UNIQUE TO A PARTICULAR ENTITY (e.g. Montgomery County Public Schools educational discounts) SHOULD BE LISTED IN THE OFFER.
- 4.2.5. Late Proposals
  - 4.2.5.1. Proposals in response to this solicitation received after the due date and time specified in the solicitation are considered late and will not, under any circumstances, be considered for any award resulting from the Solicitation.
- 4.2.6. Minority, Female, Disabled Person Program Compliance
  - 4.2.6.1. Under County law, this solicitation is subject to the Montgomery County Code (Part II.Chapter 11B.Article XIV) and the Montgomery County Procurement Regulations (COMCOR 11B.00.01.07) regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
  - 4.2.6.2. Information regarding the County's MFD program can be found on the Office of Procurement website at: ([www.montgomerycountymd.gov/MFD](http://www.montgomerycountymd.gov/MFD)) Entitled "Minority-owned Business Addendum to the General Conditions of Contract between County and Contractor".
  - 4.2.6.3. The companion document entitled "Minority, Female, disabled Person Subcontractor Performance Plan" can be found on the Office of Procurement website at: ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf)).
- 4.2.7. Montgomery County Code and Procurement Regulations
  - 4.2.7.1. The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.
- 4.2.8. Payment Terms
  - 4.2.8.1. The County's payment terms are net thirty (30) days.
  - 4.2.8.2. The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay

any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

4.2.9. Prevailing Wage (County Code Sections 11B-33-C and 20-75)

- 4.2.9.1. The Prevailing Wage Law applies to all construction contracts. Under County law, a County-financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements can be reviewed at: ([www.montgomerycountymd.gov/PrevailingWage](http://www.montgomerycountymd.gov/PrevailingWage)).
- 4.2.9.2. An aggrieved employee is a third-party beneficiary of this Contract and the employee may, by civil action, recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee.

4.2.10. Qualification of Offerors

- 4.2.10.1. Offerors may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or are regularly engaged in performing the services for which they are submitting a proposal, and that they maintain a regularly established place of business.
- 4.2.10.2. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factor(s) necessary to perform the contract.
- 4.2.10.3. Upon the County's request, an offeror must submit information about its reputation, past performance, business and financial capability, and other factors to demonstrate that the offeror is capable of satisfying the County's needs and requirements for this solicitation.

4.2.11. Services Contract (County Code 11B-33A)

- 4.2.11.1. Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements related to wage amounts that contractor must pay its employees. If an offeror fails to submit and complete the required material information on the **Wage Requirements Certification form**, its proposal may be deemed unacceptable and rejected under County law.
- 4.2.11.2. Information regarding the County's Wage Requirements Law (WRL) can be found on the Office of Procurement website at: ([www.montgomerycountymd.gov/WRL](http://www.montgomerycountymd.gov/WRL)). Contractor must comply with the "Wage Requirements Law (WRL) for Services Contracts Addendum to The General Conditions of Contract between County and Contractor", which can be found included with the **Wage Requirements Certification** form at the website below.
- 4.2.11.3. The companion document entitled "**Wage Requirements Certification**" form can be found on the Office of Procurement website at: ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)).

4.3. **Notices**

4.3.1. Proprietary & Confidential Information

- 4.3.1.1. This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. "Unlimited data rights" means that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display

publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information, as defined by the Maryland Information Act (MPIA), Md. Code Ann., Gen. Prov. §§ 4-101 through 4-601, will be exempted from disclosure if the offeror can show that release of such information would cause substantial competitive harm to the offeror.

- 4.3.1.2. It is the responsibility of the offeror to clearly identify each part of the offer that it believes is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with large boldface letters stating the words "confidential" or "proprietary." However, the County, by law, must apply the MPIA's requirements for public information disclosure deemed proprietary and confidential; therefore, even information marked as such by the Offeror may still require public disclosure.
- 4.3.1.3. The offeror agrees, with regard to any portion of the proposal that is not stamped as proprietary or confidential, that it expressly permits the County to deem it not to be proprietary or confidential, and to release the information to the public in accordance with the MPIA.
- 4.3.2. Protests
  - 4.3.2.1. Any Offeror who is aggrieved (see 4.3.2.5 below) may file a protest. Any Offeror who is aggrieved in connection with a formal solicitation must deliver a written protest to the Director, Office of Procurement: (a) within ten (10) days after the Director, Office of Procurement, publicly posts the proposed contract award, if the offeror seeks as a remedy the award of the contract or costs under Section 11B-36(h) of the Montgomery County Code, or (b) before the solicitation proposal submission due date and time, if the offeror seeks as a remedy the cancellation or amendment of the solicitation.
  - 4.3.2.2. Each protest must contain a protest filing fee in the amount of \$500 (US currency). If the fee is paid by check, the check must be made out to "Montgomery County Government".
  - 4.3.2.3. The Director, Office of Procurement, may return the filing fee to the protesting offeror, if the protest is sustained.
  - 4.3.2.4. The Director, Office of Procurement, must dismiss any protest not timely received.
  - 4.3.2.5. Only an offeror who is "aggrieved" may file a protest. "Aggrieved" means that the offeror who files the protest can demonstrate it may be eligible for an award of the contract if the protest is sustained.
  - 4.3.2.6. Each protest must contain the following:
    - 4.3.2.6.1. Identification of the solicitation;
    - 4.3.2.6.2. Offeror Name;
    - 4.3.2.6.3. Offeror Address;
    - 4.3.2.6.4. Offeror Email Address;
    - 4.3.2.6.5. Offeror Telephone Number;
    - 4.3.2.6.6. Statement supporting that the Offeror is aggrieved;
    - 4.3.2.6.7. Specification of all grounds for the protest;
    - 4.3.2.6.8. Submission of detailed facts and all relevant documents;
    - 4.3.2.6.9. Citation to relevant language in the solicitation, regulations, or law relied upon; and,
    - 4.3.2.6.10. All other matters which the Offeror contends support its protest
  - 4.3.2.7. The burden of production of all relevant evidence, data, and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.



4.3.3. Public Posting

- 4.3.3.1. It is the responsibility of the offeror, per Section 3.2.2 of the Procurement Regulations, to keep informed of the current status of any proposed award for a contract in which the offeror is interested.
- 4.3.3.2. Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee(s).
- 4.3.3.3. Information regarding the proposed award under this solicitation, or any solicitation issued by the Montgomery County Office of Procurement, will be posted on Montgomery County's website at: ([www.montgomerycountymd.gov/PRO/Awardee.html](http://www.montgomerycountymd.gov/PRO/Awardee.html)), and at the Office of Procurement, Rockville Center, 255 Rockville Pike, Ste. 180, Rockville, Maryland 20850.

4.3.4. Solicitation Preparation Expenses

- 4.3.4.1. All costs incurred in the preparation and submission of an offeror's proposal will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

4.3.5. Tie Scoring

- 4.3.5.1. In case of a tie in the numerical Qualification and Selection Committee scoring, the tie will be resolved by offering the proposed contract to the offeror who has its principal place of business in Montgomery County, Maryland. If there is a tie between two or more offers, each of whom have its principal place of business in Montgomery County, Maryland, then the tie will be resolved in accordance with the criteria stated under Procurement Regulation 4.1.2.4(f); See Procurement Regulations at: ([www.montgomerycountymd.gov/PRO/Laws.html](http://www.montgomerycountymd.gov/PRO/Laws.html))

4.3.6. Verbal Explanations

- 4.3.6.1. Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this or any other solicitation will not be binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

## 5. SECTION B - SCOPE OF SERVICES:

### 5.1 BACKGROUND

The Montgomery County Department Transportation (DOT) provides services to the citizens of the County in the areas of Transportation Engineering, Traffic Engineering and Operations, Parking Management, Highway Services, and Transit Services and the Director's Office. As part of these services, the Traffic Engineering and Operations Section of the Division of Traffic Engineering and Operations operates an Advanced Transportation Management System (ATMS).

5.1.1 DOT maintains a web presence (<http://www.montgomerycountymd.gov/DOT-TEO/>) to provide basic/specific information about the department's services, projects, and programs. As part of the ATMS, the Traffic Engineering and Operations Section operates a portion of the <http://www.montgomerycountymd.gov/DOT-TEO/> website to provide up-to-the-minute information and links to county sites showing traffic related details like congestion, delays, construction, snow removal efforts, trash collection, etc. The web site also provides video images from the traffic surveillance cameras, links to transit schedules, bus routes, and links to other transportation related sites in the region. The Transportation Management Section also operates a secure intranet to provide ready access to internal data required to effectively operate the Transportation Management Center (TMC).

5.1.2 Along with the Internet effort, the ATMS disseminates real time transportation information using the following means:

1. Live cable television broadcasts of the video camera images on County Cable Montgomery.
2. Full motion video feeds are made available to major media entities (ABC, CBS, NBC, News Channel 8, Fox). Selection of these feeds is controlled through secure internet connections.
3. A public/private partnership with Trafficland.com for the internet distribution of the cameras available to the Transportation Management Center.

5.1.2. Potential offerors should note that the County has an existing contract with Siemens Energy & Automation, Inc. of Austin, Texas to provide engineering services in support of the County's ATMS. Siemens Industry, Inc. is the County's System Integrator (SI) for the ATMS. Work impacting the ATMS must be coordinated with the SI.

5.1.3. Other county departments/agencies may use this contract for specialized Web Related Services and Support. Any other county department/agency must coordinate with the Department of Transportation (DOT) to provide separate task orders and purchase orders for services.

### 5.2. Intent

5.2.2. The Montgomery County Department of Transportation (DOT), Division of Operations, Traffic Engineering and Operations Section is seeking to enter into a contract with a qualified and experienced computer consulting firm to provide a wide range of web related services and support on an as needed basis. Services must also include supplementing the County in-house staff to provide programming, database administration and computer and network support services, etc. necessary to complete any task(s) that may be issued under a contract resulting from this RFP.

### 5.3. Scope of Services

5.3.1 Services must be provided as directed in writing by the Contract Administrator or designee. The County makes no guarantee that any or all of the described services will be utilized.

The Contractor must provide consulting, technical support, development and systems administration services in support of the DOT World Wide Web site (<http://www.montgomerycountymd.gov/dot/>), and must provide expert technical advice and technical support for related activities of the ATMS and the Transportation Management Section. Primary areas of support may include, but are not limited to, development and system administration of the Intranet, Internet, and multimedia services. (Note: The Contractor awarded a contract that is the result of this RFP, must provide a signed Confidentiality Agreement (Attachment E).

The County may ask the Contractor to provide support services which may involve auxiliary local area networking, engineering, computer systems administration and general operations in conjunction with the County's existing contract with the SI. The operation of the Traffic Management Center is necessary regardless of holidays and weather 24/7. Contractor's personnel must provide the support services on-site, and be available within four hours' notice.

The County will issue specific task orders for consulting services. At this time the County requires full-time, on-site staff for specific ongoing work efforts (e.g., routine and recurring data backups, troubleshooting and fixing equipment failures, etc.). The County makes no guarantee for any set number of hours to continue to require full-time on-site services. Issuance of a specific task order and continuation of work for on-site personnel will be contingent upon appropriations of funds by the Montgomery County Council and encumbrance of such funds, as provided by the Montgomery County Code. Prior to commencement of work, the County's Contract Administrator or designee shall authorize task orders in writing. The authorization will include a general description of the work, special instructions, specifications (if applicable), a description of needed hardware and software (if applicable) necessary to complete a task, a required completion date, an estimate of the total number of work hours (Labor Categories/Fee Schedule—Attachment D) to complete the work, and a not to exceed dollar amount for the services which shall be based on the estimated number of hours at the fixed hourly rate. Hardware and software (including applicable licenses) and specialized computer support services necessary to complete a task will be reimbursed as specified in Section F - Compensation. All Contractor costs incurred in negotiating or preparing proposals for task orders shall be borne by the Contractor and will not be reimbursed by the County.

Any task order issued before but delivered after the effective termination date of a contract resulting from this RFP, must be honored with all terms, conditions, and prices of the contract in full force and effect until the task order is completed and accepted by the County's Contract Administrator or designee.

The following are descriptions of some aspects of web related consulting services that may be required under a contract resulting from this solicitation. Any work of a type considered to be in the area of professional expertise of web, networking or automation related services as described in this solicitation may be assigned by the County to the Contractor.

### 5.3.2 Web Operation and Maintenance Services

The Contractor is responsible for ongoing maintenance and operation of all Internet and the Intranet web sites. The internet site is installed on an Intel based Linux server running Apache. The primary ATMS intranet web server is on the ATMS network and uses Apache. The Contractor must have demonstrated experience implementing and maintaining other services rendered by ATMS including collaboration tools (twikis, wikis and Confluence) and data sharing methods used in the mcgov.org domain. Demonstrated experience in configuring and maintaining Microsoft IIS servers is required.

The Internet web site is an operational extension of the ATMS system, and therefore must be maintained at a high level of availability. The citizens of Montgomery County, County employees, as well as the media and public officials use the Internet Web Site as a source of reliable and timely information about traffic conditions, transit availability, etc. The contract resulting from this RFP must provide ongoing maintenance and support services on an as needed and continuing basis. Typical support may be needed in the form of on-site personnel to perform software and hardware updates, backup services, and on-site and telephone based technical assistance.

### 5.3.3 Web Design Services

The current Internet web site design may be redesigned as one of the tasks of the awarded contract. The selected Contractor must work with DOT staff to define, design and develop an updated web site that effectively utilizes the latest web technology to present the information in an organized, easy to use manner, incorporating latest real time information delivery methods. Future tasks may include redesigning portions of the web site as pages become out dated. The selected contractor should have experience with the County CMS (content management system) for maintenance of the Traffic Engineering and Operation's internet website.



The Contractor must have demonstrated experience designing web sites for use in a real-time transportation management based environment. The web sites use CGI programming and, Java Script, Java applets, and multimedia to provide interactivity and be familiar with techniques of or like Node, JQuery, ASP, IIS and Ajax. The Intranet site is database enabled, and utilizes the ATMS' database to provide real-time traffic information to the browser. The selected Offeror will enhance and develop these systems to meet the ongoing needs of the DOT.

#### 5.3.4 Firewall, Domain Name Services (DNS) and Certificates

SonicWall security appliances are used to provide security to the ATMS internal networks. A separate device or devices serve as a VPN gateway. The Contractor is responsible for providing services as needed related to upgrading and maintaining the firewall and VPN services to ensure the highest level of security and access. As part of services provided under this contract, the Contractor must recommend, implement and maintain enhancements and upgrades to the system to improve usability and maintain the security of the overall systems.

There are several Domain Name Servers for the DOT web site. The primary server is located at the Public Service Communications Center (PSCC) 1300 Orchard Ridge Boulevard, Gaithersburg MD 20878. The Contractor must coordinate and maintain domain name services, including domain registration, enhancements and modifications as needed.

The contractor will be responsible for vendor recommendation, purchase, installation, maintenance and renewal of SSL security certificates within the ATMS.

The Contractor must review and report daily on the number and types of incursions attempted against all firewalls. This report must be provided to the Technical staff for review and acts as a guide for maintaining and enhancing security. The results of PCI compliance testing services are made available regularly from the Department of Technology Services. Recommendations for corrections and mitigation of all issues found in that report are included in this contract as needed.

#### 5.3.5 Network Engineering/Developmental Services

The existing ATMS network includes a developmental environment that is used for staging new releases and testing new hardware, software and techniques before production deployment. The Contractor may be required to modify and add to the network in association with assigned tasks to assess the feasibility of available techniques for delivery of high quality content over the Internet, Intranet and in support of the ATMS effort. The Contractor may supply and install equipment to support this effort, or to install County supplied equipment.

#### 5.3.6 Homogenous Network Integration Services

The existing ATMS infrastructure is oriented toward an open structure. Great care has been taken to permit inclusion of emerging technologies. ATMS has integrated "best of breed" features from Solaris, Linux and Microsoft OSs (WINTTEL). The Offeror may be required to modify and add to the software and hardware base to maintain this open orientation. Knowledge of file sharing techniques and file and print service integration is expected, including NIS, NFS, DNS, WINS, ADO and SMB. To maintain an agnostic, open, cross platform approach, ATMS uses a Quest Rapid Recovery backup solution supplemented with near-line storage. Additional images are stored in VMware datastores. Selected images are also replicated to optical media and USB for offline storage and portability. All servers on the network (WINTTEL, Solaris and Linux) are backed up to the Rapid Recovery appliance and then replicated to an offsite array on a revolving scheme using VMware and EqualLogic tools, tar, ghost, MS Backup and rsync. Informix backup tools are employed to make backup sets of the active data sets. The system also accommodates open file access to databases in Informix Foundations 2000 formats and all necessary datablades (including spatial and time series). The future migration to MS SQL 2016 will require complimentary knowledge.

The successful Candidate will demonstrate thorough knowledge and experience with MS Windows concepts of Active Directory, Group Policies and Windows Server Update Services (WSUS). Further, they are required to have demonstrated experience with Linux updates systems such as yum, rpm, atp-get and other common Linux package management tools. The successful candidate should have demonstrated experience creating, updating, and customizing tools for analog and digital video stream delivery.

### 5.3.7 Maintenance of firmware, hardware and software revision levels on ATMS platforms

ATMS uses many software and hardware components including products from Dell, EqualLogic, Force10, Alcatel-Lucent, VMware, ScienceLogic, Sophos, Quest (Rapid Recovery and Kace) and SonicWall. Each product requires maintenance of firmware hardware and software levels to operate correctly in the context of ATMS. The SI supplies releases regularly throughout the year. The versions of each component must cooperate for ATMS to operate correctly. The successful candidate will have demonstrated experience successfully installing, maintaining, and operating automation systems containing, but not limited to the following hardware and software components:

1. Dell m1000e chassis and CMC modules
2. Dell m910 processors
3. Dell m820 processors
4. Dell m830 processors
5. Dell m610 processors
6. Dell m8024 data switches
7. Dell m6220 data switches
8. Dell 5500 series data switches
9. Alcatel-Lucent OS6860E switches
10. Alcatel-Lucent OS6900 switches
11. Actelis DSL aggregators and modems and NMS
12. EqualLogic SanHQ software and related tools including SAN replication
13. EqualLogic PS6050 storage units using 10 GB iSCSI links
14. EqualLogic PS6150 storage units using 10 GB iSCSI links
15. Ceph distributed mass storage arrays
16. ScienceLogic Em7 Network Management Systems
17. VMware vCenter and all related components including vCenter, vSphere , DRS and vMotion
18. ScienceLogic EM7 as a network Management System
19. Force10 layer 2 and 3 switches
20. NBase Fiber Optic systems using Coarse wavelength division multiplexing (CWDM)
21. Firmware maintenance on all platforms named above using appropriate vender specific tools and methods.
22. Maintenance patching on Windows and Linux platforms.

### 5.4 Contractor's Qualifications

- 5.4.1 The successful Contractor will staff this program with personnel having between 3 and 5 years of experience in the designated skills. The staff must have demonstrated experience successfully installing, maintaining, and operating automation systems containing, but not limited to the named hardware and software components:
- 5.4.2 The operation of the Traffic Management Center is necessary regardless of holidays and weather. The Contractor must demonstrate that they have staff with experience responding (onsite or otherwise) in a 24/7 environment where emergency on-call (4-hour response) assistance is needed.
- 5.4.3 The Contractor must have 7 or more years' experience supporting organizations that require 24/7 with 4-hour response.

### 5.5 Contractor's Responsibility

- 5.5.1 The Contractor must remove from service under this contract any employee whose conduct the Contractor or the County deems detrimental to the performance under the terms of this contract and to the County.
- 5.5.2 Contractor must work with county staff to provide training to subsequent new employees following the initial training of Contractor's employees in procedures, methods, by the County.

### 5.6 County's Responsibility

The County will provide:

- 5.6.1 Necessary equipment and access to allow successful completion of assignments under this contract.
- 5.6.2 Security training required for use of the county network system and county resources and any other training required by the county.

## 6. SECTION C - PERFORMANCE PERIOD

### 6.1 TERM

- 6.1.1 The effective date of this Contract begins upon signature by the Director, Office of Procurement. The period in which Contractor must perform all work under the Contract begins in accordance with the County's issuance of a Notice to Proceed and ends after a two-year period. The Contractor must perform all work in accordance with time periods stated in the Scope of Services. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. The Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term two (3) times for one (1) year each.

### 6.2 PRICE ADJUSTMENTS

Prices quoted are firm for a period of two years after execution of the contract. Any request for a price adjustment after this two-year period is subject to the following:

- 6.2.1 Approval or rejection by the Director, Office of Procurement or designee
- 6.2.2 Submission in writing to the Director, Office of Procurement and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the Contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
- 6.2.3 Submission within sixty (60) days prior to contract expiration date, if the contract is being amended.
- 6.2.4 The County will not approve a price adjustment request that exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
- 6.2.5 The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- 6.2.6 The price adjustment, including its effective date, must be incorporated into a written contract amendment.

## 7. SECTION D - METHOD OF AWARD/EVALUATION CRITERIA

### 7.1. PROCEDURES

- 7.1.1. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section D.7.1.9.a. Method of Award is based on Written Evaluation only.
- 7.1.2. Vendor interviews will not be conducted. Offerors that achieve at least a score of 65 points based on the QSC's score for each written proposal will be considered for an award; The QSC will also review an offeror for responsibility.
- 7.1.3. The QSC will make its award recommendation of the highest ranked offeror based on the QSC's written score and its responsibility determination.
- 7.1.4. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Office of Procurement.
- 7.1.5. The Director, Office of Procurement, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- 7.1.6. Upon approval of a recommended award to a proposed awardee, by the Director, Office of Procurement, the County will enter into negotiations with the proposed awardee. If a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked offeror after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with one or more offerors prior to making an award.
- 7.1.7. After the successful conclusion of negotiations, the Director will publicly post the name of the proposed awardee.
- 7.1.8. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.



**7.1.9 EVALUATION CRITERIA****POINTS****a. Written Proposal Evaluation Criteria**

The QSC will evaluate the written proposals based on the following criteria.

- |   |   |    |
|---|---|----|
| 1 | Evaluation of documents showing experience of the firm in designing, implementing and maintaining complex Web Sites in a UNIX/Apache and IIS server environment using Node.js, JavaScript and WebRTC.   | 10 |
| 2 | Evaluation of documents showing experience of the firm in designing, implementing and maintaining real-time delivery of multimedia, transportation related content.   | 15 |
| 3 | Evaluation of documents showing qualifications, experience and knowledge of individuals assigned to perform the tasks requested on the equipment named in SECTION B,5.3.7.  | 30 |
| 4 | Evaluation of documents showing the ability of the Offeror to provide on-call availability of qualified assigned individuals to respond within four (4) hours and to provide on-site support at the TMC in Rockville or Gaithersburg, Maryland. | 25 |
| 5 | Evaluation of documents showing Labor Category per hour Costs analysis. (minimum of 10% of Highest Possible Score)  | 10 |
| 6 | MFD Participation*  | 10 |

**Highest possible QSC score for written proposal evaluation:** 100

**b. Interview Evaluation Criterion**

**There will be no interview and there is no interview evaluation**

\*MFD Participation Requirements and Examples: ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf))

**8 SECTION E - SUBMISSIONS****8.1 PROPOSAL SUBMISSIONS**

**FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER ITS PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, OFFICE OF PROCUREMENT.**

- 8.1.1 Offerors must submit one original and 3 copies of your proposal, plus two (2) electronic copies (CD/DVD or USB drive), each containing the complete proposal in PDF and Microsoft Word in the format below. Written proposals will be evaluated on only material that is submitted. The offeror must submit sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. Proposals must include the following information (including labeled sections numbered as shown):
- 8.1.2 A cover letter with a brief description of the firm, including the offeror's name, addresses, telephone number, and email address.
- 8.1.3 The completed Acknowledgment page of this solicitation, signed by a person authorized to bind the offeror to the proposal.
- 8.1.4 At least three references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope as that required by the County in this solicitation. ([see Attachment A](#)).
- 8.1.5 If this solicitation is subject to the Wage Requirements Law ([see page 1](#)), the offeror must submit the appropriate Wage Requirements Law forms found at: ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)). Failure to submit and complete the required material information on the form(s) may cause the offeror's proposal to be unacceptable under County law, and the proposal may be rejected.
- 8.1.6 Mid-Atlantic Purchasing Team Rider Clause – ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf)).

- 8.1.7 Minority, Female, Disabled Persons Subcontractor Performance Plan ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf)). **To ensure a contract can move forward as a result of this solicitation, this plan must be submitted with the offeror's proposal. Note: Offerors who are seeking additional MFD participation evaluation scoring points (see Section D above and the requirements and examples at ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf)) MUST complete and submit this form with its proposal submission.**

**\*The Purchasing Category Related to the MFD Participation Evaluation Factor for this solicitation is indicated on the front cover page.**

- 8.1.8 Minority Business Program and Offeror's Representation – ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf)) (see Sample of MFD Report of Payments Received ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf)))  
**Note: Offerors who are seeking additional MFD participation evaluation scoring points described under Section E, 8.1.7., above, should complete and submit this form with its proposal submission.**
- 8.1.9 A description of the firm's experience in providing work defined in the Scope of Service section on contracts of similar size and complexity including to government agencies.
- 8.1.10 Offerors must submit as specified in 8.1.1. Written proposals will be evaluated on only what is submitted. The Offeror must submit sufficient information to enable the QSC to evaluate the offeror's capabilities and experience. Proposals must include the following information (including labeled sections numbered as shown):
- 8.1.10.1 A cover letter with a brief description of the firm, including the offeror's name, address, telephone number, fax number, and tax identification number (TIN).
  - 8.1.10.2 Acknowledgment (page 5) of this solicitation must be submitted and signed by a person authorized to bind the Offeror to the proposal.
  - 8.1.10.3 Table of contents of Proposal
  - 8.1.10.4 Organization Chart illustrating the firm's structure and division of services and activities.
  - 8.1.10.5 Description of firm's experience and qualifications performing the following services as listed below (SECTION B - Scope of Services). Limit the experience and qualifications to work completed within the last five years. Include names of clients, size and duration of contracts, services provided, examples of work, etc. Projects (especially those dealing with delivery of real time transportation information) performed for government agencies should be emphasized:
    - 8.1.10.5.1 Web Operation and Maintenance Services
    - 8.1.10.5.2 Web Design Services
    - 8.1.10.5.3 Firewall and Domain Name Services (DNS)
    - 8.1.10.5.4 Network Engineering/Development Services
    - 8.1.10.5.5 Homogenous network integration services including Active Directory and Group Policies
    - 8.1.10.5.6 Maintenance of revision levels on ATMS platforms
    - 8.1.10.5.7 VMware maintenance and operation Services including NSX.
    - 8.1.10.5.8 Network Management Systems use and operations Service
    - 8.1.10.5.9 Resumes and statements of experience in the format provided in Attachment F of the individuals who will be assigned to carry out the work. Include specific information on education, professional licenses/certifications held, and actual work experience illustrating each individual's knowledge, skills and areas of expertise, specifically highlighting the following:
      - 8.1.10.5.10 Experience and knowledge of working with various operating systems, most notably Solaris, Linux variants, and Windows variants.
      - 8.1.10.5.11 Experience and knowledge of various programming languages, most notably CGI programming using PERL, PHP, PYTHON and C languages.
      - 8.1.10.5.12 Experience and knowledge of computer network engineering and related communications protocols, including RS232, RS485, IEEE 802, and TCP/IP and

knowledge of file sharing techniques, permissions and Network information service methods, most notably NIS, NFS, DNS, ADO, and SMB.

- 8.1.10.5.13 Experience with and knowledge of Windows Server Update Services (WSUS).
- 8.1.10.5.14 Experience with and knowledge of Quest Kace.
- 8.1.10.5.15 Experience with ScienceLogic EM7 network management systems
- 8.1.10.5.16 Experience with and knowledge of MS Windows Group Policy concepts and methods.
- 8.1.10.5.17 Knowledge with and experience of working with database enabled websites using Apache server software.
- 8.1.10.5.18 Experience with and knowledge of CEPH architecture and implementation.
- 8.1.10.5.19 Experience with and knowledge of Windows/Linux/Solaris backup methods and file archiving including Quest Rapid Recovery.
- 8.1.10.5.20 Experience with and knowledge of networking, routing and SonicWall firewall technologies.
- 8.1.10.5.21 Description of projects currently active or expected to be active concurrent with this contract that involves the firm's personnel who will be assigned to this contract.
- 8.1.10.5.22 Cost - billable rates (Attachment D - Labor Categories/Fee Schedule). The successful offeror will be required to submit a separate sheet and attach the breakout of costs (e.g. overhead, fringe benefits, profit etc.) in negotiations for the contract

**Failure to complete and submit the required material information in the appointed timeframe will make the proposal unacceptable under County law and the submission will be rejected.**

## 8.2 AWARD SUBMISSIONS

Prior to the execution of a contract, the following items must be submitted:

- 8.2.1 Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf)).
- 8.2.2 Offeror's Certification of Cost and Price (contract value greater than \$100,000) – ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf)).
- 8.2.3 Certificate of Insurance ([see mandatory insurance requirements](#)) - Attachment C.
  - 8.2.3.1 The proposed contract awardee must provide the applicable insurance coverage, and all costs for this coverage must be calculated into offeror's proposal price.
  - 8.2.3.2 These insurance requirements supersede those found in Provision #21 of the General Conditions between County and Contractor, and are applicable to any contract executed as a result of this solicitation.
- 8.2.4 If this solicitation is subject to the Wage Requirements Law ([see page 1](#)), then the offeror must submit a Certification of posting a Wage Requirements notice (see sample ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-164.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-164.pdf))).
- 8.2.5 Complete and submit the Confidentiality Agreements (Attachment E) for each candidate to fill positions on the Labor Categories list (Attachment D).

## 9 SECTION F - COMPENSATION

The Contractor will be paid on a monthly basis within 30 days of submission of an acceptable and proper invoice, approved by the County. Task orders are to be issued on a requirements basis and the County makes no guarantee of either work or specific dollar amount.

Payment for specialized hardware and software associated with a task order must be paid to the Contractor at the actual cost to the Contractor. The Contractor must submit as documentation a copy of the actual vendor's invoice to the Contractor, for such purchases.

Those invoices deemed not acceptable to the County will be returned to the Contractor for correction and resubmission.

The County reserves the right to withhold any payment until such time as any issue(s) or dispute(s) with respect to the Contract are resolved or defective work is corrected or settlement is achieved through other means.



10 SECTION G - CONTRACT ADMINISTRATOR

- 1.1. The Director, Office of Procurement, is the delegated contracting officer. Therefore, the Director, Office of Procurement, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.
- 1.2. USING DEPARTMENT  
The contract administrator's duties are defined in the General Conditions of Contract between County & Contractor, Section J, item #6A.
- 1.3. CONTRACT ADMINISTRATOR  
The Contract Administrator for any contract resulting from this solicitation will be John Riehl, Chief, Division of Traffic Engineering, Traffic Engineering and Operations Section.

11 SECTION H - SPECIAL TERMS AND CONDITIONS

11.1 Not Applicable

12 SECTION I - ETHICS

As a result of being awarded a contract resulting from this solicitation, the successful contractor may be ineligible for the award of related contracts. In this regard, Montgomery County Code Sections 11B-52 (b) and (c) state the following:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- (a) Assist another party in the matter or another person if the person has a direct and substantial interest in the matter; or
- (b) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

## 13 SECTION J - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

### 1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first tier subcontracts.

### 2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

### 3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The County's prevailing wage law, as found at §11B-33C of the County Code, applies to certain construction contracts. To the extent applicable, the County's prevailing wage requirements are enumerated within this solicitation/contract in the "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor." If applicable to this contract, the Addendum will be attached to the contract, and will be incorporated herein by reference, and made a part thereof.

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

Montgomery County's Earned Sick and Safe Leave Law, found at Sections 27-76 through 27-82 of the County Code, became effective October 1, 2016. An employer doing business in the County, as defined under the statute, must comply with this law. This includes an employer vendor awarded a County contract. A vendor may obtain information regarding this law at <http://www.montgomerycountymd.gov/humanrights/>

### 4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests. The contractor must not employ any subcontractor that is a debarred or suspended person under County Code §11B-37. The contractor is fully responsible to the County for the acts and omissions of itself, its subcontractors and any persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

### 5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

### 6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;

- (9) recommend contract modifications or terminations to the Director, Office of Procurement;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

#### 7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

#### 8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

#### 9. DOCUMENTS, MATERIALS, AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

#### 10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

#### 11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

#### 12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code. In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

#### 13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

**14. HAZARDOUS AND TOXIC SUBSTANCES**

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

**15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE**

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

**16. IMMIGRATION REFORM AND CONTROL ACT**

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

**17. INCONSISTENT PROVISIONS**

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

**18. INDEMNIFICATION**

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

**19. INDEPENDENT CONTRACTOR**

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

**20. INSPECTIONS**

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

**21. INSURANCE**

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the

minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

**TABLE A. - INSURANCE REQUIREMENTS**  
(See Paragraph #21 under the General Conditions of Contract between County and Contractor)

**CONTRACT DOLLAR VALUES (IN \$1,000's)**

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attach.
Disease (each employee)	100	100	100	
Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attach.
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attach.
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions	250	500	1,000	See Attach.

and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000

Certificate Holder  
Montgomery County Maryland (Contract #)



Office of Procurement  
255 Rockville Pike, Suite 180  
Rockville, Maryland 20850-4166

\*Professional services contracts only

TABLE B. - INSURANCE REQUIREMENTS  
(See Paragraph #21 under the General Conditions of Contract  
between County and Contractor)

	Up to 50	Up to 100	Up to 1,000	Over 1,000
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attach.

Certificate Holder

Montgomery County Maryland (Contract #)  
Office of Procurement  
255 Rockville Pike, Suite 180  
Rockville, Maryland 20850-4166

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. INFORMATION SECURITY

A. Protection of Personal Information by Government Agencies:  
In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

B. Payment Card Industry Compliance:

In any contract where the Contractor provides a system or service that involves processing credit card payments (a "Payment Solution"), the Payment Solution must be Payment Card Industry Data Security Standard Compliant ("PCI-DSS Compliant"), as determined and verified by the Department of Finance, and must (1) process credit card payments through the use of a Merchant ID ("MID") obtained by the County's Department of Finance by and in the name of the County as merchant of record, or (2) use a MID obtained by and in the name of the Contractor as merchant of record.

24. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

25. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B 33 and Section 27 19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

26. PAYMENT AUTHORITY

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

27. P-CARD OR SUA PAYMENT METHODS

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and

the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

#### 28. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

#### 29. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute

performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

#### 30. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

#### 31. TIME

Time is of the essence.

#### 32. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

#### 33. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

PMMD-45. REVISED 3/1/2018

**THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.**

ATTACHMENT AREFERENCES

(submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms for whom work of a similar scope has been performed within the last three years. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided.

NAME OF

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT

PERSON: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

CELL PH \_\_\_\_\_

NAME OF

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT

PERSON: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

CELL PH \_\_\_\_\_

NAME OF

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT

PERSON: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

CELL PH \_\_\_\_\_

ATTACHMENT B

**COST AND PRICE REQUIREMENTS**

By submitting your proposal, offeror, if selected for negotiation, grants the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the proposed awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.
- C. Offeror's Certification of Cost and Price information (the form on which to enter this information can be downloaded at ([www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf](http://www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf))).



## ATTACHMENT C

MANDATORY MINIMUM INSURANCE REQUIREMENTS

## Traffic Engineering, Management and Operations – Web related Services and Support

Prior to the execution of the contract by the County, the proposed awardee/contractor and their contractors (if requested by County) must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions

Commercial General Liability

A minimum limit of liability of **three million dollars (\$3,000,000), per occurrence**, for bodily injury, personal injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors & Subcontractors
- Products and Completed Operations

Cyber / Professional Liability Insurance, in an amount not less than **five million dollars (\$5,000,000)** per claim covering all acts, errors, omissions, negligence, infringement of intellectual property, network / cyber and privacy risks (including coverage for unauthorized use or access, failure of security, network security liability, virus transmission, data damage/destruction/ corruption, breach of privacy perils, unintentional or wrongful disclosure of information, as well as notification costs and regulatory defense) in the performance of services hereby contracted for with Montgomery County, Maryland or on behalf of Montgomery County, Maryland. Coverage shall include Technology Errors and Omissions liability insurance, including coverage for loss or disclosure of electronic data, media and content rights infringement and liability, and software copyright infringement liability due to the failure of Supplier's products or Services. The policy shall contain affirmative coverage for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of 3 years thereafter for services completed during the term of the agreement.

Business Automobile Liability Coverage

A minimum limit of liability of **one million dollars (\$ 1,000,000)**, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles
- loading and unloading

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident**
- Bodily Injury by Disease - \$500,000 policy limits**
- Bodily Injury by Disease - \$100,000 each employee**

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

(continued)

Certificate Holder

Montgomery County, MD

Attention: Scott Myers

Department of Transportation/ Division of Traffic Engineering and Operations

100 Edison Park Drive

Gaithersburg, MD 20878

ATTACHMENT D  
Labor Categories/Fee Schedule

Labor Categories and required experience

1. **Project Manager/Systems Engineer**  
 Candidate must have 3 years' experience in a Traffic Control environment including systems design and integration involving web content. Consultant must be familiar with implementation of Open Systems in a Traffic Control environment.
2. **Senior Network Engineer:**  
 Candidate must have 3 to 5 years' experience in LAN/WAN Design, complex network architectures and designing and implementing secure network access; experience with Firewall design and implementation; MCSE, CCNA or equivalent trainings are highly desirable.
3. **Network Engineer:**  
 Candidate must have 3 to 5 years' experience Network design and security; familiar with maintenance and operation of Internet and Intranet in an open systems environment.
4. **System Administrator:**  
 Candidate 3 to 5 years of experience in the day-to-day operation and maintenance of open systems including, Microsoft Windows operating systems, Linux and derivatives and Solaris, using automated backup and performance measuring systems. Experience with SAN equipment and VMWare is necessary. The ability to troubleshoot and resolve problems independently is required. MCSE or equivalent training is desirable.
5. **Data Base Administrator:**  
 Candidates must have at least 5 years' experience at a senior level maintaining and enhancing the function and performance of large mission critical databases, preferably in a Traffic Control environment.
6. **Data Base Manager:**  
 Candidate must have 2 or more years' experience in the day to day optimization and operation of IBM Informix Foundations 2000 products. The ability to trouble shoot database related problems and proactively maintain large data sets is required.
7. **Web Designer:**  
 Candidates must have 3 or more years' experience in providing the overall design and implementation of Internet and Intranet Web Sites in a Traffic Control environment. Candidates must have a detailed knowledge of Apache Web Server, Web Multimedia delivery, and management of complex Web development efforts.
8. **Graphic Designer:**  
 Candidate must 2 to 5 years of experience in the design and production of graphics for the Web, Multimedia Design, and the design, implementation, and deployment of Public websites. In depth knowledge of Adobe PhotoShop, scanners and digital cameras is required.
9. **Junior Level Systems Administrator:**  
 Candidate must have basic knowledge of methods for operation and maintenance of open systems including, Microsoft Windows client and server operating systems and current versions of Microsoft products, Solaris, Linux and derivatives using automated backup and performance measuring systems. Experience with VMWare is necessary. Consultant must have ability to troubleshoot and resolve basic problems and more difficult problems with guidance. Consultant must be able to complete assigned tasks when provided task description and suitable schedule.
10. **Web Applications / JAVA developer:**  
 Candidates will be responsible for developing, implementing and maintaining complex or moderately complex web-based information systems using Object Oriented Application Development, J2EE Java, Web Services, XML, JavaScript, and databases. Computing is performed on Unix/Linux and Windows servers in a computing center. Qualification include strong technical knowledge and experience in the development, implementation and maintenance of computer-based and web-based integrated information systems; detailed technical knowledge and experience with using OOAD, J2EE Web technologies, JavaScript, server side frameworks, Unix, SQL and RDBMS such as Informix. Experience with database-driven web development is a must; solid understanding of GUI design, web usability and user-centered design, SSL and Java applet delivery systems; excellent English communication skills, both verbal and written; detailed technical knowledge and experience with data structures; demonstrated experience in problem-solving techniques, the ability to observe and make technical recommendations regarding web-based application systems; ability to train organizational staff on use of modern web-based information systems and detailed technical knowledge and experience with current Windows, UNIX and LINUX-based platform hardware and software, including utilities and scripting languages such as Javascript and Perl. Should be well versed in JavaScript, JQuery and the use of Node.js and libraries such as angular,

backbone and WebRTC. Detailed technical knowledge and experience with XML Modeling and tools that support XML. Minimum 2 years of industry project experience is required.

**11. Administrative Support Services:**

Candidates must be able to assist the project manager in coordination and tracking tasks and projects. Maintains spreadsheets, projects plan and tracks labor hours used to assist in project tracking and control. Candidates must be able to provide general administrative support including compilation of reports, filing and other general administrative duties.

**Fee Schedule**

List hourly rates for key staff . The hourly rates must include any and all multipliers and include all overhead, benefits, profits, etc.

<i><b>Labor Category</b></i>	<i><b>Hourly Rate</b></i>
Project Manager/Systems Engineer	\$_____/per hour
Senior Network Engineer	\$_____/per hour
Network Engineer	\$_____/per hour
System Administrator	\$_____/per hour
Data Base Administrator	\$_____/per hour
Data Base Manager	\$_____/per hour
Web Designer	\$_____/per hour
Graphics Designer	\$_____/per hour
Junior Level Systems Administrator	\$_____/per hour
Web Applications/JAVA Developer	\$_____/per hour
Administrative Support Services	\$_____/per hour



ATTACHMENT E  
Confidentiality Agreement

This Confidentiality Agreement is entered into between Montgomery County, Maryland (the "County"), through the Montgomery County Department of Transportation (DOT), and [XXXX] (the "Contractor") on the date stated below.

1. The County and the Contractor have entered into Contract No. [XXXXXXX] dated \_\_\_\_\_, (the "Contract"), which is incorporated herein by reference.
2. "Confidential Information" means any information, including the original or counterpart and/or a copy of any document or other tangible or intangible thing whether or not maintained in any tangible form or medium, which the County in good faith so designates. Confidential Information may be contained in documents, memoranda, or in other forms and media. "Confidential Documents" are any documents that contain Confidential Information.
3. The provisions of this Confidentiality Agreement apply to the Contractor and its employees, representatives, agents, and subcontractors, and further apply to all data accessed by the Contractor, its employees, representatives, agents, and subcontractors in connection with the performance of the scope of work under the Contract.
4. Confidential Information must be used solely for the purpose of performing the scope of work under the Contract. Confidential Information may not be used for any purpose other than in furtherance of performing the scope of work under the Contract.
5. Confidential Information may be disclosed only to a Qualified Person. A "Qualified Person" is limited to any individual, including the Contractor's employees, representatives, agents and subcontractors, who participates in the performance of the scope of work under the Contract, when acting under the direction of the Contractor. No Confidential Information may be provided or disclosed to any Qualified Person unless the Qualified Person has executed the "Confidentiality Statement" attached hereto as Exhibit A. Any and all Confidentiality Statement(s) shall be transmitted to the County and retained by DOT.

6. In the event any Confidential Information is disclosed by Contractor, or by any of Contractor's employees, representatives, agents, and/or subcontractors, including a Qualified Person, to any person other than a Qualified Person who has executed the Confidentiality Statement, the Contractor shall be liable to the County for all resultant damages arising therefrom. The Contractor shall further indemnify and hold harmless the County from any claim asserted by a third party arising from the disclosure of Confidential Information not in accordance with this Confidentiality Agreement by Contractor, or by any of Contractor's employees, representatives, agents, and/or subcontractors, including a Qualified Person.

The parties have executed this Confidentiality Agreement on this date, \_\_\_\_\_.

CONTRACTOR

MONTGOMERY COUNTY  
MARYLAND

By: \_\_\_\_\_ By: \_\_\_\_\_

Typed: \_\_\_\_\_ Typed: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

ATTACHMENT F  
PERSONNEL INFORMATION FORM  
(Use additional sheets if required)

- ☐ NAME:
- ☐ TITLE:
- ☐ EDUCATIONAL BACKGROUND:
  
- ☐ WORK EXPERIENCE: (Provide a chronological list of previous employment including: company name, address, telephone number, name of supervisor, description of position, responsibilities and dates of employment):
  
- ☐ EXPERIENCE WORKING WITH OTHER PROPOSED STAFF:
- ☐ PROJECT EXPERIENCE SIMILAR TO THE PROJECTS CONTEMPLATED IN THIS SOLICITATION:
- ☐ PLACE OF WORK (ADDRESS FOR VERIFICATION IF THIS PERSON IS LOCAL TO THE POTENTIAL PROJECT LOCATIONS):
  
- ☐ REFERENCE CONTACT #1:
  - ☐ Name:
  - ☐ Company:
  - ☐ Telephone No.:
  - ☐ Email:
  - ☐ Role and project(s) on which reference worked with the key personnel:
  
- ☐ REFERENCE CONTACT #2:
  - ☐ Name:
  - ☐ Company:
  - ☐ Telephone No.:
  - ☐ Email:
  - ☐ Role and project(s) on which reference worked with the key personnel:
  
- ☐ REFERENCE CONTACT #3:
  - ☐ Name:
  - ☐ Company:
  - ☐ Telephone No.:
  - ☐ Email:
  - ☐ Role and project(s) on which reference worked with the key personnel